

UNITED STATE DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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LEEWARD CONSTRUCTION COMPANY, LTD.

Petitioner,

-against-

AMERICAN UNIVERSITY OF ANTIGUA --
COLLEGE OF MEDICINE AND MANIPAL
EDUCATION AMERICAS, LLC f/k/a GCLR, LLC,

Respondents.
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Case No. 1:12-CV-06280-LAK/GWG
(ECF CASE)

Honorable Lewis A. Kaplan
United States District Judge

**DECLARATION OF
ANDY GREEN**

ANDY GREEN, being duly sworn, deposes and says:

1. I am the Managing Director of Leeward Construction Company, Ltd. (hereinafter "Leeward" or "Petitioner") and, unless otherwise states, I am fully familiar with all the facts and circumstances set forth herein.

2. I submit this declaration in further support of Petitioner's Notice of Petition, Petition and Memorandum of Law in support of Petitioner's motion to confirm arbitration award. This affirmation is also submitted in opposition to Respondents' cross-motion to dismiss pursuant to the *Forum Non Conveniens* Doctrine and Fed. R. Civ. P. 12(b)(6) or in the alternative, to vacate or modify the arbitration award.

3. On September 25, 2008, Leeward entered into a contract with the American University of Antigua ("AUA") for the construction of a medical school in St. Johns, Antigua (the "Project"). The first page of the contract listed the AUA's address as c/o Greater Caribbean Learning Center, New York, New York 10005. (A copy of the contract is annexed to the Petition as Exhibit "A".) Leeward's work on the Project reached final completion on or about September 18, 2009. The AUA began using the Project for its intended purpose in October, 2009.

4. Throughout the course of the Project, Leeward submitted payment requisitions to the AUA for work it had performed. The payment requisitions were reviewed by AUA representatives, such as A.S. Nagesh, the architect's representative on the Project, and Lt. Colonel Roche Antony, a Manipal employee and the owner's representative on the Project.

5. Once the requisitions were approved, payment was wired to Leeward's bank account in Antigua from a bank account in New York, which upon information and belief, is held by the AUA or its parent company, Manipal Education Americas, LLC f/k/a GCLR, LLC. Often times the wire transfer would take longer than Leeward anticipated. As a result, Leeward asked that the AUA forward the wire transfer receipts to demonstrate that the payment was actually sent.

6. In compliance with Leeward's request, AUA Chief Operating Officer, Corey Greenberg or Prabhu Marudheri, AUA's Director of Institutional Development and Financial Controls emailed wire transfer receipts to Leeward once the transfers were completed. Leeward retained the emails and the receipts in the ordinary course of business in its correspondence files. (Annexed hereto as Exhibit "A" are five e-mail transmittals of the wire transfer receipts from AUA to Neil Dickinson, Leeward's former Projects Director.)

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on October 12, 2012.

A handwritten signature in black ink, appearing to read 'AGreen', is written over a horizontal line.

Andy Green